

Residential Property Declarations

LOAN NUMBER: [REDACTED]

NOTIFICATION DATE: 07/15/15

NAMED INSURED
SANDRA WINDHAUSER
1453 CHURCH RD
HAMLIN NY 14464

MORTGAGEE
SETERUS, INC.
ITS SUCCESSORS AND/OR ASSIGNS
P.O. BOX 961299
FORT WORTH, TX 76161-0299

		Amount of Insurance	Premium
POLICY NUMBER LRE120075133	Dwelling	\$ 247,000	\$ 1,753.70
POLICY TERM:			
FROM 04/01/15 TO 04/01/16			
<input type="checkbox"/> NOON <input checked="" type="checkbox"/> 12:01am			
IF WE ELECT TO CONTINUE THIS INSURANCE, WE WILL RENEW THIS POLICY IF YOU PAY THE REQUIRED RENEWAL PREMIUM FOR EACH SUCCESSIVE POLICY PERIOD. SUBJECT TO OUR RATES, RULES AND FORMS IN EFFECT. YOU MUST PAY US PRIOR TO THE END OF THE CURRENT POLICY PERIOD OR ELSE THIS POLICY WILL EXPIRE.	Deductible - per loss occurrence		
	Property is VACANT at time of loss	\$ 1000	
	Vandalism & Malicious Mischief	\$ 1000	
	All Other covered Losses	\$ 1000	
PROPERTY LOCATION	NY STATE FIRE SURCHARGE	0.75 %	\$ 13.15
327 W STATE ST			\$
ALBION NY 14411			\$
ENDORSEMENTS ATTACHED AND FORMING A PART OF THE POLICY			\$
RP1114 (0109),RP1299 (0109),RP1202 (0109),IL1701 (0413),			\$
RP1531 (0109),IL1705 (0109),IL1401 (0109),PV0005 (0113)			\$
			\$
			\$
TOTAL CHARGES			\$ 1,766.85

Subject to the terms and provisions of this policy and the coverage forms and endorsements attached hereto, it is agreed that the insurance applies to the property described above and to any person shown as a Named Insured with respect to such property, subject to the following additional provisions:

The above Mortgagee is authorized to advance all funds to be recovered from the Named Insured(s) for the insurance afforded.

DEDUCTIBLES: Please refer to the deductibles shown above for the coverage provided by this policy.

THIS POLICY ONLY COVERS DWELLINGS. IT DOES NOT COVER YOUR PERSONAL PROPERTY.

For Customer Service questions, please call our toll free Customer Service Number at: 866.745.9798

To report a CLAIM, please contact our Claim Department at 1-800-824-8562
or, you may report a new claim using our website at www.qbefirst.com

Dwelling Coverage Form

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DWELLING COVERAGE FORM

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "Named Insured" shown in the Declarations. "We", "us" and "our" refer to the Company providing this insurance.

COVERAGES

This insurance applies to the Described Location, Coverages for which an Amount of Insurance is shown and Perils Insured Against for which a Premium is stated.

COVERAGE A - Dwelling

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes not to exceed four (4) living units, including, but not limited to, individually owned townhouses or permanently situated mobile homes;
2. structures attached to the dwelling;
3. materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
4. if not otherwise covered in this policy, building equipment, and outdoor equipment used for the service of and located on the Described Location.

This coverage does not apply to land, including land on which the dwelling is located.

COVERAGE B - Other Structures

We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

OTHER COVERAGES

1. **Other Structures.** You may use up to 10% of the Coverage A amount of insurance for loss by a Peril Insured Against to other structures described in Coverage B.

Use of this coverage does not reduce the Coverage A amount of insurance for the same loss.

2. **Debris Removal.** We will pay your reasonable expense for the removal of:
 - a. debris of covered property if a Peril Insured Against causes the loss; or
 - b. ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

Debris removal expense is included in the amount of insurance applying to Coverage A.

3. **Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. does not increase the amount of insurance that applies to the covered property;
- b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.

Reasonable Repairs is included in the amount of insurance applying to Coverage A.

- 4. Collapse.** We insure for risk of direct damage physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- (1) hidden decay;
- (2) hidden insect or vermin damage;
- (3) weight of contents, equipment, animals or people;
- (4) weight of rain which collects on a roof;
- (5) use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items (1), (2), (3), (4) or (5) unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking or shrinking.

This coverage does not increase the amount of insurance applying to the damaged covered property.

PERILS INSURED AGAINST

COVERAGE A - DWELLING

COVERAGE B - OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property; however, we do not insure loss:

1. involving collapse, other than as provided in Other Coverages 4.;
2. caused by:
 - a. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is being constructed;
 - b. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) fence, pavement, patio or swimming pool;
 - (2) foundation, retaining wall or bulkhead; or
 - (3) pier, wharf or dock;
 - c. theft of property not part of a covered building or structure;
 - d. theft in or to a dwelling or structure under construction;
 - e. wind, hail, ice, snow or sleet to outdoor radio or television antennas and aerials including lead-in wiring, masts or towers;
 - f. constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;
 - g.
 - (1) wear and tear, marring, deterioration;
 - (2) inherent vice, latent defect, mechanical breakdown;
 - (3) smog, rust or other corrosion, mold, wet or dry rot;
 - (4) smoke from agricultural smudging or industrial operations;
 - (5) discharge, dispersal, seepage, migration, release or escape of pollutants;
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
 - (6) settling, shrinking, bulging or expansion, including resultant cracking, or pavements, patios, foundations, walls, floors, roofs or ceilings; or
 - (7) birds, vermin, rodents, insects or domestic animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

Under items 1 and 2, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

GENERAL EXCLUSIONS

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.
 - a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
 - b. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking; rising or shifting; unless direct loss by:
 - (1) fire;
 - (2) explosion; or
 - (3) breakage of glass or safety glazing material which is part of a building, storm door or storm window; ensues and then we will pay only for the ensuing loss.
 - c. **Water Damage**, meaning:
 - (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - (2) water which backs up through sewers or drains or which overflows from a sump; or
 - (3) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.Direct loss by fire or explosion resulting from water damage is covered.
 - d. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.
 - e. **Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
 - f. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
 - g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
 - h. **Intentional Loss**, meaning any loss arising out of any act committed:
 - (1) by or at the direction of you or any person or organization named as an additional insured; and
 - (2) with the intent to cause a loss.
2. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.
 - a. **Weather conditions**. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;
 - b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;
 - c. **Faulty, inadequate or defective**:
 - (1) planning, zoning, development, surveying, siting;
 - (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) materials used in repair, construction, renovation or remodeling; or
 - (4) maintenance;of part or all of any property whether on or off the Described Location.
3. We do not insure trees, shrubs or other plants for losses of any kind.

CONDITIONS

1. **Policy Period.** This policy applies only to loss which occurs during the policy period.
2. **Insurable Interest and Amount of Insurance.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable amount of insurance.

If the Described Property is vacant and the mortgage on the property has been declared in default by the mortgagee at the time of a loss, we shall be liable for no more than the Mortgagee's interest in the property at the time of loss.

The mortgagee's interest is represented by the mortgagor's unpaid balance, less unearned interest and finance charges, less unearned insurance premiums, less collection and foreclosure expenses, and less late charges and penalties added to the mortgagor's unpaid balance after the inception date of this policy.

3. **Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, you have:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;
 relating to this insurance.
4. **Your Duties After Loss.** In case of a loss to your covered property, you must see that the following are done:
 - a. give prompt notice to us or our agent;
 - b. (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
 - c. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
 - d. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) your interest and that of all others in the property involved and all liens on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of damaged buildings and detailed repair estimates;
5. **Loss Settlement.** Covered property losses are settled as follows:
 - a. (1) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - (2) Structures that are not buildings;
 - at actual cash value at the time of loss but not more than the amount required to repair or replace.
 - b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - (1) We will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) the amount of insurance under this policy that applies to the building;
 - (b) the replacement cost of that part of the building damaged for like construction and use on the same premises; or
 - (c) the necessary amount actually spent to repair or replace the damaged building.

- (a) actual repair or replacement is complete; or
 - (b) the cost to repair or replace the damage is both:
 - (i) less than 5% of the amount of insurance in this policy on the building; and
 - (ii) less than \$2,500.
 - (3) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.
- 6. Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
- 7. Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

 - a. Pay its own appraiser; and
 - b. bear the other expenses of the appraisal and umpire equally.
- 8. Other Insurance.** This policy prohibits other insurance. In the event that the Named Insured has voluntary insurance with an effective date on or before the effective date of any coverage issued under this policy, this policy will be cancelled on its effective date and all premiums will be refunded. In the event that the Named Insured obtains insurance during the term of any coverage issued under this policy, this policy will be cancelled as of the effective date of such coverage and the premium will be refunded on a pro rata basis.
- 9. Subrogation.** You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If any assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.
- 10. Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.
- 11. Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.
- 12. Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
 - a. reach an agreement with you;
 - b. there is an entry of a final judgment; or
 - c. there is a filing of an appraisal award with us.
- 13. Abandonment of Property.** We need not accept any property abandoned by you.
- 14. No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.
- 15. Cancellation.**
 - a. The intent of this policy is to provide coverage for the Mortgagee if the Named Insured fails to provide insurance which meets the requirements of the Mortgagee. If the Mortgagee no longer has an interest in the mortgaged property, this policy may be cancelled as of the effective date that the Mortgagee no longer has an interest or at the election of the Named Insured this policy may remain in force until the expiration date shown on the individual certificate or policy of insurance. If the Named Insured provides evidence of insurance or if it is determined that the property insured by this policy is insured by "other insurance", this policy will be cancelled as of the effective date of the other insurance and all unearned premium will be refunded. If Named Insured provides evidence of insurance that meets the requirements of the Mortgagee, this policy will be cancelled as of the effective date of the policy provided by the Named Insured and all unearned premium will be refunded on a pro rata basis.

- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the declarations.

Proof of mailing will be sufficient proof of notice.

- (1) We may cancel this policy by mailing notice of cancellation to the Named Insured at the address shown on the declarations or by delivering the notice not less than 30 days prior to the effective date of the cancellation.
 - (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy, or
 - (b) if the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.
 - (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

16. Non-Renewal. We may elect to not renew this policy. If the Mortgagee no longer has an interest in the policy as of the expiration of the policy term, this policy will not be renewed. If the policy is not renewed, a non renewal notice will be provided to the Named Insured by written notice within the number of days required by the insurance statutes of the state where the property is located. Notice will be sent to the last known address of the Named Insured. Proof of mailing will be sufficient proof of notice.

17. Liberalization Clause. If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

18. Waiver or Change of Policy Provisions. A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

19. Assignment. Assignment of this policy will not be valid unless we give our written consent.

20. Death. If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

21. Nuclear Hazard Clause.

- a. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

22. Recovered Property. If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted on the amount you received for the recovered property.

23. Volcanic Eruption Period. One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

24. Mortgagee Clause.

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or non-renewal takes effect.

If we pay the mortgagee for any loss and deny payment to you:

- a. we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.



SIGNATURE PAGE

In witness whereof, we, as officers of the stock Company designated on the Declarations Page, have caused this policy to be executed and attested. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in cursive script, appearing to read 'Peter T. Maloney'.

Peter T. Maloney

Secretary

A handwritten signature in cursive script, appearing to read 'David B. Duclos'.

David B. Duclos

President

NEW YORK SPECIAL PROVISIONS

This endorsement attaches to and becomes a part of the Dwelling Coverage Form.

PERILS INSURED AGAINST

Coverage A - Dwelling and Coverage B - Other Structures, Paragraph 2. g. (3) is deleted and replaced by the following:

2. g. (3) smog, rust, or other corrosion, mold, wet or dry rot, unless such damage is a result of a covered loss;

CONDITIONS

10. Suit Against Us is deleted and replaced by the following:

10. Suit Against Us. No action can be brought unless the policy provisions have been complied with and the action is started within two years after the date of loss.

15. Cancellation. Paragraph **b.** is deleted and replaced by the following:

b. We may cancel the entire policy only for the reasons stated in this condition. The cancellation notice, stating the reason for cancellation, will be mailed to you at the address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel the entire policy at any time by mailing to you, and your authorized agent or broker, at least 15 days notice of cancellation, indicating the premium amount due for any earned policy period.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel the entire policy for any reason by letting you, and your authorized agent or broker, know at least 30 days before the date of cancellation takes place.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel the entire policy only for one or more of the following reasons by notifying the "insured", and the "insured's" authorized agent or broker at least 30 days prior to the proposed cancellation date:
 - (a) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (b) Discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
 - (c) Discovery of willful or reckless acts or omissions increasing the hazard insured against;
 - (d) Physical changes in the property insured occurring after issuance or last annual anniversary date of the policy which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed; or
 - (e) A determination by the Superintendent of Insurance that the continuation of the policy would violate or would place us in violation of the New York Insurance Law.

If one of the reasons listed in this Paragraph (3) exists, we may cancel the entire policy.

- (4) If we have the right to cancel, we may, instead of cancelling this policy, amend the limits of liability or reduce coverage not required by law. If we take this action, we will notify you by mail at least 60 days prior to the date of such change.

Delivery of such written notice by us to the "insured" at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

Paragraph **c.** is deleted and replaced by the following:

- c.** When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

16. Non-Renewal is deleted and replaced by the following:

16. Non-Renewal. We will not refuse to renew or condition our renewal of this policy except as allowed by the laws of the State of New York. The conditions may include, but are not limited to, amending the limits of liability or reducing coverage not required by law. If we take this action, we will notify you in writing, including the reason for non-renewal, and your authorized agent or broker, by mail at least 60 days, but not more than 120 days prior to the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

Delivery of such written notice by us, to the "insured" at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

All other provisions of this policy apply.



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

☒ This policy includes coverage for Certified Acts of Terrorism. The charge for this coverage is \$0.

NOTE: The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk

Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portions of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies Insurance provided under the following:

- Dwelling Hazard Coverage Form
- Commercial Hazard Coverage Form
- Dwelling Windstorm/Hail Coverage Form

D. Cap on Certified Terrorism Losses

"Certified Acts of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

E. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

NOTICE OF QBE PRIVACY POLICIES AND PRACTICES

FACTS	WHAT DOES QBE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Your privacy is important to us. At QBE, we know that you have an interest in how we collect, keep, and use customer information.
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What?	<p>At QBE, we collect, keep and use information about our customers to serve their insurance needs. QBE and our agents may collect the following information about you and people covered under your policy:</p> <ul style="list-style-type: none"> • Information included on your applications or other forms. (For example, name, address, and Social Security number). • Information about your transactions with us or our affiliates. (For example, services purchased and payment history). • Information from consumer reporting agencies and insurance-support organizations. (For example, credit relationships and history, motor vehicle reports and claims history). • Information from other sources. (For example, medical information and demographic information). • Information from visits to the QBE web site.
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How?	All financial companies need to share customers' information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' information; the reasons QBE chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does QBE share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For joint marketing with other financial companies.	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For affiliates to market to you - to offer our products and services to you.	Yes	No
For nonaffiliates to market to you	No	We don't share

Questions?	Please Contact: QBE Americas, Inc. Attn: Privacy Official Corporate Legal Department One General Drive Sun Prairie, WI 53596 1.800.362.5448
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Who we are	
Who is providing this notice?	QBE U.S. legal entities that use the names listed on page 3 of this Notice.

What we do	
How does QBE protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does QBE collect my personal information?	If we need to confirm or obtain additional information about our customers, we may contact outside sources. These sources may include agents, brokers, insurance support organizations, consumer reporting agencies, medical providers and government agencies. The information we collect from these outside sources may include claims history, employment information and medical reports. Information obtained from outside sources may be kept by these outside sources and disclosed to other persons, as permitted by law.
Why can't I limit all sharing?	<p>Federal law gives you the right to limit some but not all sharing related to:</p> <ul style="list-style-type: none"> • affiliates' everyday business purposes - information about your credit worthiness • affiliates from using your information to market to you • nonaffiliates to market to you <p>State laws and individual QBE companies may give you more rights to limit sharing.</p>

Definitions	
Affiliates	Companies related by common ownership or control. They can be insurance and non-insurance companies. Our affiliates include companies listed on page 3 of this Notice.
Nonaffiliates	Companies not related by common ownership or control. They can be insurance and non-insurance companies.
Third Parties	<p>QBE carefully chooses service providers to help us provide quality insurance services to our customers. We are careful to protect customer privacy when we share information with them. We may share customer information with the types of third parties listed below.</p> <ul style="list-style-type: none"> • Financial service providers. (For example, insurance agents). • Hospitals, medical clinics or physicians. • Adjusters, appraisers, investigators and attorneys (To investigate or settle a claim involving you). • Insurance-support organizations that help detect and prevent insurance crimes or fraudulent claims (such as the National Insurance Crime Bureau). Information collected by such organizations may be kept by them and later shared with others who use these reports. • People that conduct actuarial or underwriting studies. • Companies that perform services for us or on our behalf. (For example, vendors we hire to respond to customer requests or to maintain or develop software for us). <p>We require third parties to comply with strict standards regarding security and confidentiality of customer information. They are not permitted to release customer information or use it for their own purposes. Third parties are also not allowed to sell any customer information we share with them to any other party.</p> <p>There may be times when we are required by law to disclose information about you to nonaffiliated third parties. For example, we may disclose information in response to a subpoena. We may share information to help detect or prevent fraud. We may have to give information to law enforcement or governmental agencies. We also may share information if you give us written permission first.</p> <p>We do not sell or share customer information to or with any party outside of QBE for purposes of independently selling their products to our customers.</p>

Other important information**How You Can Review Recorded Information About You:**

People covered under your policy have the right to review information about them in our files. They may write us at the address shown on this notice if they want to know what information we have on file. We will need their complete name, address, date of birth, and all your policy numbers. They will need to tell us what information they would like to receive or view. We will act on their request within 30 days of receiving it. We will let them know the nature of the information about them in our files. We will tell them with whom we have shared this information in the past two years. We will also give them the name and address of any consumer reporting agency that prepared a report about them in our files. They can contact the consumer reporting agency to get a copy of that report.

If they would prefer to view and copy the information in the file in person, they will need to let us know in their request.

If You Disagree With Our Records:

A person covered under your policy should contact us if they think any of our information is incorrect. They should tell us what is wrong and why. They may ask us to correct, amend or delete it. Within 30 days of receiving their request, we will change their information in our files or let them know we refused to change their information.

If we make any changes to their information, we will then know of those changes. We will also let the parties listed below know of those changes.

- Any party that may have, in the past 2 years, been given such information.
- Any insurance-support organization that we have given the information to within the past 7 years.
- Any insurance-support organization that gave us the information.
- Consumer Reporting Agencies (CRAs).

If we do not make changes, we will give them the reasons why and let them know of their right to file a statement. Their statement should tell us what they think is the correct information. They should also tell us why they disagree with our refusal. Their statements will be kept in their file and given to anyone that reviews the information. If we need to disclose the disputed information, we will mark the matter(s) in dispute and include their statement(s).

Privacy policy changes: We will notify you if we make changes to our privacy policy. We may make changes to comply with applicable laws or to conform to our current business practices. QBE reserves the right to change its privacy policies at any time.

QBE U.S. legal entities**This notice is being provided on behalf of the following QBE affiliates:**

QBE Insurance Corporation	North Pointe Insurance Company
QBE Specialty Insurance Company	Stonington Insurance Company
Praetorian Insurance Company	

QBE is a registered service mark of QBE Insurance Group Limited.